



C o u n t y o f S a n L u i s O b i s p o
GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

**INVITATION TO BID #3503-10
DAIRY PRODUCTS**

August 4, 2010

The County of San Luis Obispo is currently soliciting bids for Dairy Products as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Agency no later than 3:00 p.m. on August 26, 2010.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

BARBARA ADAMS
Buyer – GSA - Purchasing
beadams@co.slo.ca.us

Document1

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: LOCAL BIDDERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING
CHLOROFLUOROCARBONS (CFC's)**

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. If you offer any prompt payment discounts, please indicate this on your bid. They will be considered when comparing bids.
5. Awards will be made to realize the greatest savings to the County.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence. Any bids received after closing time stipulated will be returned unopened.

14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.
15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Buyer, who will have the sole right to make the determination. If an alternate is submitted without going through the above- described process, the County will have the sole right to decide whether or not an alternate is acceptable.
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. **NO FAXED** Bids will be accepted.
19. Equivalents may be offered, but may require samples and test period.
19. Return bid by August 26, 2010 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
BARBARA ADAMS, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

The undersigned agrees to:

Deliver F.O.B. San Luis Obispo the DAIRY PRODUCTS itemized below, and in accordance with any specifications attached.

Delivery location:

Sheriff-Coroner Jail Facility
880 Oklahoma
San Luis Obispo, CA 93405
Ordering contact: Donna Kaminski
Telephone: (805) 781-4607

LOCATIONS: The County reserves the right to add additional locations or discontinue service to existing locations.

AWARD: The bid will be awarded on an overall basis to one bidder. Bid on all items and all locations. (See also General Bidders Conditions and Instructions No. 5). To be considered for award bidder must be able to supply the vast majority of all items listed. County may accept or reject the bid items at its discretion. Service, delivery, quality and depth of product line will also be criteria in bid award.

TERM: The term of this contract shall commence on approximately **September 1, 2010** and shall continue through **June 30, 2015**. Either party may cancel this agreement on thirty (30) days written notice. Due cause for termination by the County shall be, but not limited to, failure to deliver within a reasonable time period, failure of the product(s) to meet specifications and/or reasons of unsatisfactory service.

DELIVERIES (FREQUENCY): The items, quantities, and delivery days shall be as requested by the County's representatives. Frequency of delivery will be determined by the needs of the using department(s) or agency(cies) and will be interspersed and periodic during the contract term and as such will not be subject to delivery of the total estimated requirements at any one time. Deliveries will be required no less than twice per week, 52 weeks per year.

DELIVERIES (HANDLING): due care shall be exercised in packing, handling and shipping to assure arrival of material at its final destination(s) in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Vendor.

QUALITY: All dairy products shall be delivered fresh, dated and remain fresh for a period of not less than nine (9) days after the date of delivery. All products shall comply with applicable State and Federal codes, regulations and requirements.

REJECTIONS OF DELIVERIES: Materials must meet specifications. Rejected deliveries shall be removed by the vendor within three (3) calendar days from notification, as his/her expense. The County will not be responsible, nor pay for rejected products.

QUANTITIES: The estimated usage of each item is based on the experience of the past 12 month period or are estimated requirements for one year. No guarantee of usage is given. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the county. The provisions of this contract shall in no way prohibit the County from making incidental purchasers from other supplier(s) for the same commodities herein listed. The County also reserves the right to bid and purchase from

another supplier(s) when it is in the best interests of the County. BID ONLY ONE PRODUCT FOR EACH LINE ITEM.

Where case packaging is different than that specified, show the correct packaging size and change the quantity column on that item so as to equalize your bid to the amount requested.

SAMPLES: On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered. All samples will be considered as furnished free to the County, and no samples will be returned to bidders. The County will have the sole right to determine if products bid are acceptable. Failure to submit samples, if requested, may be considered as cause to reject bid. Samples, if requested, must be received within seven (7) calendar days of notification.

STATEMENT/PAYMENT: Statement(s) shall be submitted at the end of each calendar month for deliveries made during that month, with copies of invoices for that month. Copies of signed, extended invoices shall be left for every delivery.

COUNTY MAY NEGOTIATE FOR ADDITIONAL ITEMS/SERVICES: Items in quotation schedule make up the bulk of required items and /or services. It is anticipated that additional items and/or services may be required. All food items sold by the successful bidder to the County shall be at the same percentage discount specified by the bidder on page 8 of this bid for the entire contract term.

CONTRACT EXTENSION: Prices, terms and conditions of the contract may be extended to other local government agencies when approved by the Central Services Manager. These Agencies will issue their own purchase order and be billed directly by contractor.

TERMINATION FOR NON-APPROPRIATIONS: The County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, the County may terminate this agreement with respect to not less than the entire term effective as of the end of any of its succeeding fiscal periods by giving sixty (60) days prior written notice of the termination and establishing a termination date.

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (i) not terminate this agreement under this provision if any funds are appropriated to perform the services of this agreement (except as specified in Specifications under "Term") and (ii) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.

SCOPE: The purpose of this procurement is to select the least cost vendor who meets the standards of the County and can provide the full range of dairy products that the County kitchens require, and to establish a contract price scheme that will insure that the county will continue to receive the lowest market price possible over the contract term.

Throughout the contract term, where prices, percentage markups, and terms of sale are established, the county would simply place orders with the vendor for items on an as needed basis to be delivered on the next available delivery no less than twice per week.

VENDOR QUALIFICATIONS: Bidder must be a wholesale stocking distributor of a full range of dairy products and be regularly engaged in the sale of such food items. Bidder shall be required to supply all items ordered even though bidder might not regularly stock such items.

REPORT(S), PRODUCTS AND USAGES: Within thirty (30) calendar days of notification by the County, contractor shall provide to the County Central Services Manager a products and usages report(s) for all items sold by the Contractor to the county for the prior three (3) month period. Report(s) shall be sorted by sales dollars and shall include product code numbers, brand names and descriptions pack and sizes, total quantities provided, unit pricing, and total dollar amount spent for each line item.

PRICE AND PRICE ADJUSTMENT: Unit prices shall be as bid on this bid sheet. The County requires prices for all items even though the quantities are small.

Price adjustments upward or downward (escalator clauses) after 30 days written notice will be determined as follows:

Please enclose a current price sheet which lists the price for dairy products your would offer.

Please designate the Percentage of discount off list price that you will allow the County on all items not specified on this bid: _____

Order must be placed by (time)_____ in order to have delivery on the next delivery day.

Specify on the line below the day or days (e.g. Monday, Tuesday, Wednesday, Thursday, Friday, etc.) that your firm would make deliveries to the locations listed on page 6.

Prompt Payment Discount:_____. NOTE: Discounts for less than 20 days cannot be considered.

The name of our local representative is:_____

Telephone:_____FAX:_____

Terms of Sale:_____

Authorized Official Name (Print) _____

Authorized Official Title (Print)_____

Signature_____

Firm Name _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ FAX _____
Federal Taxpayer ID# _____
☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other

BIDS MUST BE RECEIVED BY **3:00 P.M., AUGUST 26, 2010** AND
WILL BE OPENED IN THE OFFICE OF THE GENERAL SERVICES AGENCY
Bid #3503-10

NO DEVIATIONS UNLESS SPECIFIED IN SPECIFICATION SHEET OR BELOW.

Item Description	Product Code	Approx. Quantity	Unit Price	Extended Price
Butter, Solid 1 lb.		324		
Buttermilk 1 half gallon		105		
Cheese, American, Sliced 5 lbs.		23		
Cheese, Cheddar, Shredded 5 lbs.		91		
Cheese, Cream 3 lbs.		34		
Cheese, Mozzarella shredded, 5 lbs.		49		
Cheese, Swiss, Sliced 5 lbs.		31		
Cottage Cheese, 5 lbs.		36		
Half & Half 1 quart		65		
Juice, Apple, Carton 4 oz.		2,100		
Juice, Orange, Carton 4 oz.		1,200		
Juice, Orange, Carton 8 oz.		4,500		
Margarine, solid 30 lbs.		17,250		
Milk, 1% Low Fat, 8 oz		324,000		
Milk, 1% Low Fat, Chocolate 8 oz.		5,849		

Item Description	Product Code	Approx. Quantity	Unit Price	Extended Price
Milk, 1% Low Fat, Gallon		115		
Milk, 2% Low Fat, 8 oz.		50		
Milk, Fat Free, 8 oz.		515,533		
Milk, Non Fat, Powdered, Low Heat 50 lbs.		50		
Milk, Silk Soy, Vanilla 1 half gallon		135		
Sour Cream, 5 lbs.		45		
Yogurt, Low Fat, Peach 1 quart		311		
Yogurt, Low Fat, Strawberry 1 quart		340		
			Extended Total Charges	

NO DEVIATIONS UNLESS SPECIFIED IN SPECIFICATION SHEET OR ABOVE.